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EXEMPT

From Public Disclosure

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MASSMUTUAL ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made between Massachusetts Mutual Life Insurance Company ("MassMutual"), a company authorized to do business within the state of Florida, and Jacksonville Aviation Authority ("Plan Sponsor"), a body politic and corporate, created and existing under chapter 2001-319, Laws of Florida (Sp. Acts. June 5, 2001), as amended, with respect to Jacksonville Aviation Authority 401a Plan ("Plan"). The Plan Sponsor intends to appoint the Jacksonville Aviation Authority Retirement Plan Committee ("Committee") to serve as the Plan administrator. Once appointed, all references herein to Plan Sponsor in the context of serving as the Plan administrator shall be deemed to refer to the Committee.

WHEREAS: The Plan Sponsor is the sponsor of the Committee and is (or is authorized to act for) the "administrator" of the Plan;

WHEREAS: The Plan Sponsor desires to engage MassMutual to provide the recordkeeping and other administrative services described in this Agreement (the "Services") to the Plan, and MassMutual is willing to provide the Services in exchange for certain fees on the terms and conditions described by this Agreement.

WHEREAS: The Plan Sponsor has appointed Reliance Trust Company, a Georgia Trust Company (the "Trustee/Custodian"), to serve as a non-discretionary trustee/custodian of plan assets pursuant to a Plan Trust/Custodial Agreement between the Plan Sponsor and the Trustee/Custodian.

THEREFORE: The Plan Sponsor and MassMutual effective as of the 3rd day of August, 2021 hereby agree as follows:

1. RECORDKEEPING AND ADMINISTRATIVE SERVICES

1.1 Description of Selection Process and Services: The Plan Sponsor issued a Request for Proposals (RFP) No. 20-07-31001 in order to procure a firm licensed, qualified and interested in Retirement Plan Administration, Record Keeping, Education, and Investment Services for 457B Deferred Compensation and 401A Pension Plans. MassMutual submitted its proposal to Plan Sponsor representing that it is capable of providing the necessary services as required by the RFP. In submitting its proposal, MassMutual committed to accurately and fully disclose all expenses associated with any services made available under the Plans, including services such as managed accounts, investment advice, financial planning and/or self-directed brokerage accounts. MassMutual also committed to comply with all federal regulations regarding governmental retirement laws and investment option, and to adhere to the terms outlined in the RFP, which is incorporated herein by reference. In reliance upon its proposal, Plan Sponsor selected and engaged MassMutual as the most qualified to provide the Services described in this Agreement and the accompanying Exhibits and hereby engages MassMutual to provide such Services. At all times, the Services are subject to review and approval by the Plan Sponsor and the legal, tax and other advisors of the Plan Sponsor, as the Plan Sponsor in its sole discretion, determines.

1.2 Plan Administrator's Guide: The Plan Sponsor hereby directs MassMutual to perform the Services in accordance with the policies, practices and procedures set forth in MassMutual's Plan Administrator's Guide, as the same may be amended by MassMutual from time to time. MassMutual agrees to provide Plan Sponsor with notice of any changes to the Plan Administrator's Guide, which may take the form of posting an amended Guide on MassMutual's plan sponsor website. In any matter not resolved by the language in the Plan Administrator's Guide, Plan Sponsor directs MassMutual, and MassMutual agrees to follow commercially reasonable standards.

1.3 Participant Access/Plan Sponsor Website/Paperless Services: The Plan Sponsor consents to MassMutual's use of electronic media for all services provided under this Agreement to the extent permitted by law and it agrees to process transactions and transmit data and information to MassMutual using electronic media, via MassMutual's plan sponsor website or such other methods as may be agreed to by MassMutual.

The Plan Sponsor directs MassMutual to allow participants online access to their individual accounts and to initiate transactions electronically and via toll-free telephone services which include a voice response unit and customer service professionals. MassMutual endeavors to make its electronic channels, voice response unit and customer service representatives available during normal business hours or such other times as determined by MassMutual. MassMutual is not responsible for the failure of these systems caused solely by events beyond its control.

MassMutual will act on any telephonic or electronic instructions it reasonably believes to be genuine. In order to prevent unauthorized access to its systems, MassMutual employs reasonable security procedures, such as personal identification numbers and plan sponsor ID numbers. MassMutual is not responsible for a loss that results if any participant's or the Plan Sponsor's identifiers or other security procedures are compromised. Plan Sponsor agrees to immediately notify MassMutual if the Plan Sponsor becomes aware of a security breach.

1.4 Distribution Services: As part of ongoing plan administration, MassMutual will provide terminating plan participants with information regarding their distribution options under the Plan. As part of this service, MassMutual will provide participants with estimated annuity payments, if permitted by the Plan, where applicable and a notice regarding the tax consequences of various forms of distribution. Plan Sponsor authorizes MassMutual to provide participants information regarding individual retirement accounts and other rollover products available through MassMutual. The Plan Sponsor understands and agrees that, from time to time, and/or in connection with financial wellness tools and initiatives for Plan participants, MassMutual may, subject to applicable law and regulation, utilize Plan and participant data in connection with educational tool algorithms and/or the marketing and distribution of products and services by and/or through MassMutual. MassMutual may receive revenue such as premiums and service fees with respect to any products purchased by participants. MassMutual agrees to disclose the amount and source of such compensation to the Plan Sponsor

The Plan Sponsor certifies that it has the power and authority to enter into this Agreement. The person signing below as the Plan Sponsor's representative warrants, as an individual, that he or she is the Plan Sponsor's representative authorized to sign this Agreement and that his or her signature is genuine.

SIGNATURES

In Witness Whereof: MassMutual and the Plan Sponsor have caused this Agreement to be executed by their duly appointed officer or representative.

For Empower Retirement, LLC



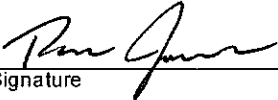
Paula Edmonds
Head of Sponsor Services

June 3, 2021
Date

Legal Name of Plan Sponsor: Jacksonville Aviation Authority

Contract Number: 063400-0002-0000

For the Plan Sponsor:


Signature

_____ Date

ROSS TONGES CFO
Printed Name and Title